

IRFFNC PUBLIC OFFICIALS LIABILITY COVERAGE FORM

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Interlocal Risk Financing Fund of North Carolina, hereinafter called IRFFNC.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

I. SECTION I – PUBLIC OFFICIALS LIABILITY COVERAGE

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages resulting from "claims", to which this insurance applies, against the insured by reason of "public official(s) wrongful act(s)" rendered in discharging duties on behalf of the public entity named in the Declarations. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to "public official(s) wrongful act(s)" which occurred in whole or in part prior to the Retroactive Date or which occur after the policy period. If no retroactive date is shown in the declarations, the retroactive date will be the effective date of this coverage part. We may, at our discretion, investigate and settle any "claim" or "suit". We will have the right and duty to defend any "suit" seeking those damages. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- b. This insurance applies only if a "claim" for damages because of the "public official(s) wrongful act(s)" is first made against any insured during the policy period.
 - (1) A "claim" by a person or organization seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.
 - (2) All "claims" for damages resulting from or involving the same "public official(s) wrongful act(s)" or one "public official(s) wrongful act(s)" will be deemed to have been made at the time the first of those "claims" is made against any insured.
 - (3) All "claims" based on or arising out of the same or related "public official(s) wrongful act(s)" or offenses by one or more insureds shall be considered first made when the first of such "claims" is made. Related "public official(s) wrongful act(s)" means two or more wrongful acts that have as a common nexus any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes.

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2. Exclusions.

This insurance does not apply to any "claim" made against the insured:

- a. Based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not entitled.
- b. Which are brought or contributed to in fact by any dishonest or by fraudulent act or omission or any criminal act or omission of the insured.
- c. For any damage arising out of the willful violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of any insured. Nor shall we have any obligation to indemnify the insured for any loss, cost, civil fine, penalty or expense against any insured arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency.
- d. For any damage arising from "bodily injury", "property damage", including diminution of value or loss of use, "personal and advertising injury", or acts committed in the "administration" of your "employee benefit program."
- e. Any "claim" or "suit" seeking punitive or exemplary damages. If a "suit" shall have been brought against the insured for a "claim" falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- f. For false arrest, false imprisonment, libel, slander, defamation, invasion of privacy, wrongful eviction, assault, battery, malicious prosecution, or abuse of process by any insured.
- g. Arising out of the activities of any law enforcement agency or law enforcement personnel, including the operation of adult and juvenile detention facilities.
- h. As a result of strikes, riots or civil commotion.
- i. For which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of this policy.
- j. Arising out of any insured's (1) obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law or regulation; or (2) administration of any employee benefit plan or self-insurance fund.
- k. For "claims" or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees including attorneys fees, or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief; however, we will afford defense to the insured for such "claims" or "suits", if not otherwise excluded, where compensatory damages are requested. However, IRFFNC will afford defense to the insured for such "claims" as provided in Section I - Supplementary Payments.
- l. For any damages arising out of or in any way connected with the operation of the principles of eminent domain, adverse possession, dedication by adverse use, inverse condemnation or condemnation proceedings, by whatever name used.
- m. Directly or indirectly arising out of (1) any debt financing, including but not limited to bonds, notes, debentures and guaranties of debt; or (2) the formulation of tax rates, the collection of taxes and/or the disbursement of tax refunds; or (3) investment activities under the direction of the Named Insured; or (4) any activity for which the insured is acting in a fiduciary capacity.

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- n. For "claims" arising from procurement, service, construction, architect, or engineer contracts, including but not limited to the insured's intentional interference with said contracts.
- o. Based upon or attributable to any failure or omission of the insured to purchase or maintain insurance of any kind.
- p. Arising from a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the public entity.
- q. For any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or (3) any "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- r. For any liability, including all loss, cost, or expense directly or indirectly arising out of, resulting as a consequence of, or related to lead, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs (1) through (4) below:
 - (1) Any damages arising out of, resulting from, caused by, or contributed to by lead, ingestion, inhalation or absorption of lead in any form, exposure to lead, the use or existence of lead or contact with lead;
 - (2) Any damages or any loss or expense arising out of any:
 - (a) "Claim" or "suit" by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (b) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of lead;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating lead; or
 - (iii) Responding to lead in any way other than as described in r.(2)(b)(i) and r.(2)(b)(ii) above.
 - (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
 - (4) Any obligation to share damages with or repay someone else in connection with any of the subsections above.
- s. For any loss, cost or expense arising, in whole or part, out of any of the following: (1) any cost or expense arising out of, resulting from, caused or contributed to by electromagnetic fields, provided that such injury or damage results from or is contributed to by the hazardous properties of electromagnetic fields; (2) the costs of abatement or mitigation of (i) electromagnetic fields or (ii) exposure to electromagnetic fields; (3) any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with parts (1) or (2) above; or (4) any obligation to share damages with or repay someone else who must pay damages in connection with parts (1), (2) or (3) above.

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- t. For any loss, cost or expense arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of asbestos. This exclusion also includes, but is not limited to: (1) any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and (2) any obligation to share damages with or repay someone else who must pay damages.
- u. This insurance does not apply to, and we shall not be obligated to make any payment for, any "suit" or "claim" made against any insured arising out of or relating to any alleged or threatened negligence, breach of duty, failure to perform, malfeasance, misfeasance, malpractice, improper conduct, failure to inspect, failure to detect, vicarious liability, respondeat superior, or negligent hiring, training, supervision, retention, or any similar "claim" or "suit" against the insured, or any other alleged duty owed or any alleged failure or breach of any duty, regardless of its nature, type or kind, arising from, arising out of, or relating in any way to any alleged acts or omissions by any type of building inspector, whether it be a commercial, residential, fire or any other type of building inspector, by whatever title or name referred to, regardless of whether the building inspector is or was an employee of the insured, is or was retained by the insured, or is or was serving in the capacity of an independent contractor.

For the limited category of "suits" arising from or "claims" made against an insured based upon alleged unintentional errors, omissions, negligence or breach of duty by an individual who was at all relevant times an employee of an insured acting in the capacity of a building inspector, or based upon alleged vicarious liability, respondeat superior, or negligent hiring, training, supervision, or retention of an employee of an insured acting in the course and scope of his/her capacity as a building inspector, a defense only will be provided for such limited category of "suits" or "claims". However, this paragraph provides only for a defense for such limited category of "suits" or "claims", without indemnification for any judgment which might be entered against an insured or its building inspector and without indemnification for any settlement which might be entered into by or on behalf of an insured or its building inspector.

Even where a defense is provided by IRFFNC for the limited category of "suits" or "claims" made against an insured based upon alleged unintentional errors, omissions, negligence or breach of duty by an individual who was at all relevant times an employee of an insured acting in the capacity of a building inspector, there is no coverage provided by IRFFNC for any such "suit" or "claim", and there is no duty by IRFFNC to provide any indemnification for any judgment which might be entered against an insured or its building inspector or for any settlement which might be entered into by or on behalf of an insured or its building inspector arising from, arising out of, or relating in any way to any alleged acts or omissions by any type of building inspector.

v. Sexual Acts

For any "claims" or "suits" arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or any other sexual acts of any nature, kind or description, by whatever name used, by any employee, agent, officer, director, official, board member, commissioner, or representative of the Named Insured public entity shown in the Declarations.

For the limited category of "claims" or "suits" against the Named Insured public entity shown in the Declarations itself for any alleged vicarious liability, respondeat superior, or negligent hiring, training, or supervision arising from or relating in any way to any unexpected, unintended, and unanticipated loss, damage or injury arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or any other sexual acts of any nature, kind or description, by whatever name used, **a defense only will be provided for the Named Insured public entity shown in the Declarations itself, but without providing any coverage or indemnification** for any "claims", "suits", judgments or settlements which might be

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entered against, into, by or on behalf of the Named Insured public entity shown in the Declarations or any employee, agent, officer, director, official, board member, commissioner, or representative of the Named Insured public entity shown in the Declarations.

w. Financial and Legal Counseling

Arising out of rendering or failure to render any financial, credit, or legal counseling of any kind to anyone other than the Named Insured.

x. For any damages arising out of the providing of, or failure to provide, professional services by any member of the medical profession

y. For any "claims" or "suits" for damages arising out of activities performed by any attorney at law, architect, engineer or accountant within the scope of their professional duties as such. However, this exclusion does not apply to the above professionals for damages claimed for any losses, costs or expenses arising out of their duties as a public official or as an employee of the insured, but only if such allegations are not otherwise excluded from coverage.

z. Arising out of the complete or partial failure of any insured to supply gas, oil, water, electric, steam or sewer utilities or services.

aa. (1) For any liability, loss, injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on, in, upon, or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such liability, loss, injury, damage, cost or expense.

(2) For any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

bb. For "claims" or "suits" for damages arising out of the bursting, breach, failure or structural defect of any dam, water reservoir, dike or levee.

cc. For any "claims" or "suits" for damages arising out of any "public official(s) wrongful act":

(1) With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from **the United States of America, or any agency thereof, under any agreement entered into** by the United States of America, or any agency thereof, with any person or organization.

(3) Resulting from the "hazardous properties" of "nuclear material," if:

(a) The "nuclear material":

(i) is at any "nuclear facility" owned by or operated by or on behalf of an insured or

(ii) has been discharged or dispersed therefrom:

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- (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, possessed, stored, transported or disposed of by or on behalf of an insured; or
- (c) The "public official(s) wrongful act(s)" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"

The following terms apply only to this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "byproduct material".

"Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- (1) containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
- (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium,
 - (b) processing or utilizing "spent fuel," or
 - (c) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof of more than 250 grams of uranium 235,
- (4) Any structure, basis, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

dd. (1) For any damages arising out of any actual or alleged "employment wrongful act(s)":

- (2) For any damages to the spouse, child, parent, brother or sister of that person as a consequence of an "employment wrongful act(s)" to that person at whom any of the "employment wrongful act(s)" is directed.

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This exclusion applies:

- (1) Whether the "employment wrongful act(s)" occurs before employment, during employment or after employment of that person;
 - (2) Whether the insured may be liable as an employer or in any other capacity; and
 - (3) To any obligation to share damages with or repay someone else who must pay damages because of the "employment wrongful act(s)".
- ee. (1) For any "public official(s) wrongful act(s)" or offense which takes place prior to the policy period of the coverage part if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim"; or
- (2) For any loss for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of the policy.
- ff. For any damages which result from a wrongful act committed intentionally with knowledge of wrong-doing; however, the Fund will provide a defense to the Named Insured for "suits" containing such allegations, but only if such allegations are not otherwise excluded from coverage.
- gg. Any "claim" made by, on behalf of, or for the benefit of the Named Insured against any other insured.
- hh. For any "claim" or "suit" against the insured, due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond, arising directly or indirectly out of: Any actual or alleged failure, malfunction or inadequacy of:
- (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above in this endorsement.

Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described above.

ii. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

For any damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

jj. Recording And Distribution Of Material Or Information In Violation Of Law

For any damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

kk. For any damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, including "unmanned aircraft".

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any "claim" or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$100 a day because of time off from work. Such expenses, do not include salaries of officials or employees of the public entity.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments under #1 through #6 will not reduce the Limits of Insurance.

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SECTION II - WHO IS AN INSURED

Each of the following is an insured:

- a. The public entity named in the Declarations.
- b. Your lawfully elected, appointed or employed officials, past, present and future, but only for acts within the course and scope of their duties.
- c. Your lawfully appointed members of the commissions, boards or other units operated and controlled by you that are under your jurisdiction and within an allocation of your total operating budget, but only with respect to their duties as your lawfully appointed member. However, none of the above are insureds with respect to operations involving schools, hospitals, nursing homes, port authorities, or gas utility companies.
- d. Your employees, but only for their acts in the course and scope of their employment.
- e. Any person providing volunteer services for you at your request and operating under your direction and control.
- f. Any person providing services for you under mutual aid or similar agreements.
- g. The estates, heirs, legal representatives or assigns of deceased persons who were insureds at the time of the "public official(s) wrongful act(s)" upon which a "claim" is based, but only to the extent that they would otherwise be provided coverage under this Coverage Form.
- h. The legal representatives or assigns of the Named Insured in the event of the Named Insured's incompetency, insolvency or bankruptcy, but only for the legal representatives' or assigns' acts in the course and scope of their representation on behalf of the Named Insured.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Annual Aggregate Limit is the most we will pay for all damages.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for all loss arising out of any "public official(s) wrongful act(s)" covered by this policy. "Claims" based on and arising out of the same act or related acts of one or more insureds shall be considered to be a single "claim".

The Limits of Insurance of this coverage part applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

SECTION IV - PUBLIC OFFICIALS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's successor will not relieve us of our obligations under this policy.

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2. Duties In The Event of Potential or Actual "Claim" or "Suit"

- a. You must see to it that we are notified as soon as practicable after you become aware of any situation or circumstances which may result in a "claim" being made against you alleging a "public official(s) wrongful act(s)". To the extent possible, notice should include:
 - (1) A description of the situation or circumstances, including how, when and where it occurred;
 - (2) The names and addresses of any involved persons and witnesses; and
 - (3) The nature and extent of any damage arising or likely to arise out of the situation or circumstances.
- b. If a "claim" is received by any insured you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us, in writing, immediately.
- c. You and any other insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit",
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit", and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

- a. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this policy shall not be reduced by the existence of such other insurance.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- b. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable Method of Sharing provision below:

Method of Sharing:

- (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by equal limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. Representations

By accepting this policy, you agree that:

- a. The Application for insurance completed in solicitation of this insurance is made a part of this policy as though set forth in full herein;
- b. The statements in the Declarations and Application for insurance are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.

6. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

7. Transfer Of Rights Of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Deductible

- a. Our obligation under Section I of this policy to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
- b. The deductible amount stated in the Declarations, if any, applies to all damages sustained by any person or organization as the result of any one "claim". "Claims" based on or arising out of the same act or related acts of one or more insureds shall be considered a single "claim".
- c. The deductible amount stated in the Declarations applies to each "claim" and includes loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.

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- d. The terms of this insurance, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of potential or actual "claim" or "suit" apply irrespective of the application of the deductible amount.
- e. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Changes

This policy and the application contain all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

12. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to five years afterward.

13. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

14. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

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If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This policy is canceled or not renewed; or
 - b. We renew or replace this policy with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this policy; or
 - (2) Does not apply on a claims-made basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy and lasts for sixty days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

3. A Supplemental Extended Reporting Period of up to three years may be offered by us at our discretion, but only by an endorsement and for an extra charge. This supplemental period starts sixty days after the end of the policy period.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this policy for future payment of damages; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" arising out of "public official(s) wrongful act(s)" or offenses that occur on or after the retroactive date shown in the declarations and before the end of the policy period.

"Claims" for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be canceled.
5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this policy applies.

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SECTION VI - DEFINITIONS

1. "Administration" means:
 - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any employee's participation in any benefit included in the "employee benefit program".However, "administration" does not include handling payroll deductions.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
5. "Claim" means a demand received by the insured for money damages, non monetary damages as provided in the SUPPLEMENTARY PAYMENTS, filing and or service of "suit" papers or arbitration proceedings filed against the insured arising out of "public official(s) wrongful act(s)" to which this insurance applies.
6. "Employee benefit program" means a program providing some or all of the following benefits to employees, whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
7. "Employment wrongful act(s)" means claims or actions involving or relating to: hiring, training, supervision, retention, refusal to employ, termination, demotion, failure to promote, evaluation, reassignment, retaliatory action, discipline, defamation, harassment, humiliation, libel, slander, invasion of privacy, wrongful eviction, false arrest, false imprisonment, coercion, malicious prosecution, abuse of process, discrimination, and any other employment-related practices, policies, acts, or omissions. "Employment wrongful act(s)" does not include any "public official(s) wrongful act(s)."

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8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".
9. "Personal and advertising injury" means an injury, including consequential "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement";
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - h. Shock humiliation, mental injury and mental anguish.
10. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
11. "Public official(s) wrongful act(s)" means any alleged or actual breach of duty, or violation of any federal, state or local civil rights, by an insured while acting within the scope of his/her duties as a public official for the public entity named in the Declarations. "Public official(s) wrongful act(s)" does not include any "employment wrongful act(s)".
12. "Suit" means a civil proceeding in which damages because of "public official(s) wrongful act(s)" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages to which you must submit or submit with our consent.
13. "Unmanned aircraft" means an aircraft that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Interlocal Risk Financing Fund of North Carolina, hereinafter called "IRFFNC."

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance does not apply to punitive damages or exemplary damages. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**; and
- (2) Our right and duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payment - Coverages A and B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions.

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;

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(2) Serve or furnish alcoholic beverages for a charge, whether or not such activity:

- (a) Requires a license;
- (b) Is for the purpose of financial gain or livelihood; or

(3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
 - (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

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- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- (3) The Pollution Exclusion does not apply to Property Damage to a building or its contents caused by actual exposure to sewage resulting from:
- (a) The reverse flow of such sewage from within any sewage facility that you own, operate or maintain; or
 - (b) The escape of sewage from any fixed conduit that you own, operate or maintain but only if the escape occurs away from land you own or lease; but this exception from this exclusion does not apply to any property damage to the extent it is increased by, or would not have occurred but for, the presence in such a sewage of material that is:
 - (i) Radioactive; and or
 - (ii) Toxic; and or
 - (iii) Caustic or Corrosive

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The most we will pay under (3) above is \$250,000, regardless of the number of:

- (1) Insureds;
 - (2) Claims made or suits brought; or
 - (3) Persons or organizations making or bringing "suits".
- (4) The Pollution Exclusion does not apply to Bodily Injury or Property Damage resulting from the application of pesticides or herbicides by licensed or certified employees of the Named Insured, if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government.

The most we will pay under f.(4) is \$250,000, regardless of the number of:

- (1) Insureds;
- (2) Claims made or suits brought; or
- (3) Persons or organizations making or bringing "suits".

The most we will pay as an annual aggregate under f.(4) is \$500,000 for the policy period shown on the General Liability Declarations Page.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (including "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) Watercraft not propelled by a gasoline or electric device.

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h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for or while being prepared for, any prearranged racing, speed, demolition contest or any stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Martial law, invasion, bombardment or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or confiscation, nationalization or damage of property or action taken by government, military or other authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in Section III – Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

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k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

r. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Sexual Acts

Any claims or suits for "bodily injury" arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or any other sexual acts of any nature, kind or description, by whatever name used, by any employee, agent, officer, director, official, board member, commissioner, or representative of the Named Insured public entity shown in the Declarations.

For the limited category of claims or suits against the Named Insured public entity shown in the Declarations itself for any alleged vicarious liability, respondeat superior, or negligent hiring, training, or supervision arising from or relating in any way to any unexpected, unintended, and unanticipated "bodily injury" arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or any other sexual acts of any nature, kind or description, by whatever name used, **a defense only will be provided for the Named Insured public entity shown in the Declarations itself, but without providing any coverage or**

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indemnification for any claims, suits, judgments or settlements which might be entered against, into, by or on behalf of the Named Insured public entity shown in the Declarations or any employee, agent, officer, director, official, board member, commissioner, or representative of the Named Insured public entity shown in the Declarations.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. This insurance does not apply to punitive damages or exemplary damages. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III - Limits of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A and B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

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e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality of Performance of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 18.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" , however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Martial law, invasion, bombardment or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or confiscation, nationalization or damage of property or action taken by government, military or other authority in hindering or defending against any of these.

p. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. Sexual Acts

Any claims or suits for "bodily injury" arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or any other sexual acts of any nature, kind or description, by whatever name used, by any employee, agent, officer, director, official, board member, commissioner, or representative of the Named Insured public entity shown in the Declarations.

For the limited category of claims or suits against the Named Insured public entity shown in the Declarations itself for any alleged vicarious liability, respondeat superior, or negligent hiring, training, or supervision arising from or relating in any way to any unexpected, unintended, and unanticipated "bodily injury" arising from or relating in any way to any alleged acts of sexual

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assault, sexual battery, sexual abuse, rape, molestation, or any other sexual acts of any nature, kind or description, by whatever name used, **a defense only will be provided for the Named Insured public entity shown in the Declarations itself, but without providing any coverage or indemnification** for any claims, suits, judgments or settlements which might be entered against, into, by or on behalf of the Named Insured public entity shown in the Declarations or any employee, agent, officer, director, official, board member, commissioner, or representative of the Named Insured public entity shown in the Declarations.

r. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- t. "Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (including "unmanned aircraft").

ADDITIONAL EXCLUSIONS - COVERAGES A AND B

The following exclusions apply under Coverages A Bodily Injury and Property Damage Liability or B Personal and Advertising Injury Liability of the IRFFNC Commercial General Liability Coverage Form to "bodily injury," "property damage," "personal and advertising injury":

1. SPONSORED ACTIVITIES OR DESIGNATED OPERATIONS

- a. Automobile, motorcycle, watercraft (except for canoe, kayak or paddleboats) or aircraft racing or stunting activity or automobile burnout;
- b. Aircraft or aircraft parts necessary for safety, flight, navigation, or other operation including equipment associated with ground support or control of aircraft.

Liability, including all loss, cost or expense, arising out of the ownership, maintenance, operation, use or entrustment to others of any airfield, runway, hangar, equipment associated with ground support or control of aircraft, buildings or other properties used in connection with "aviation activities" or airports;

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- c. All swimming pool facilities and operations within the boundary or barrier around the pool unless a person with responsibility for the pool(s) operation has successfully completed either the "Certified Pool Operator" course sanctioned by the National Swimming Pool Foundation or the "Pool Operator on Location" course developed by the Y.M.C.A.;
- d. Traveling carnivals, circuses, or temporary mechanically operated amusement devices owned, operated, supervised, or regulated by the insured;
- e. Fireworks displays, except that we will provide a defense for the insured, but no indemnification, if the insured is sued for negligence of a fireworks operator who is licensed to use pyrotechnics under North Carolina General Statutes 14-413;
- f. Airplane, helicopter, or ballooning rides or shows;
- g. Parachuting or hang gliding;
- h. Bungee Jumping of any description;
- i. Skateboard Facilities of any description;
- j. Archery Ranges;
- k. Firing Ranges;
- l. Water Slides that are over 25 feet in height from where the base of the slide shoot begins to the waterline;
- m. Trampolines, moon bounces, inflatable amusement devices, rebounding equipment and other similar type equipment. While IRFFNC is under no duty to provide any indemnification for any judgment which might be entered against an insured, a defense will be provided for suits or claims made against an insured arising from use of such equipment;
- n. Ski lifts or ski resorts;
- o. Rodeos;
- p. Hospital or health clinic operations or activities;
- q. Horse farms and horse training facilities;
- r. Bicycle facilities or trails. However, bicycle trails or tracks without elevated trails/tracks are not excluded from coverage;
- s. Bicycle competitions, races, or related special events are excluded from coverage;
- t. Motorcycle facilities, trails, activities or events. Motorcycle competitions, races, or related special events are excluded from coverage;
- u. (1) Activity and/or operations utilizing railroad main line or active tracks;
(2) Utilization of railroad equipment while the equipment is in motion; or
(3) Any activity using sidings with access to main line or hot rail with speeds for trains in excess of ten miles per hour.

2. MALPRACTICE AND PROFESSIONAL SERVICES

The rendering of or failure to render any professional service by anyone other than insureds while acting in the course of their employment as such, or any matter covered by any Public Official Liability or Police Professional Liability policies.

3. MEDICAL SERVICES

To any claims or suits for damages due to:

- a. The rendering of or failure to render:
 - (1) medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages in connection therewith;
 - (2) any health or therapeutic service, treatment, advice or instruction; or

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- (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- c. the handling or treatment of dead bodies, including autopsies, organ donation or other procedures;
- d. any liability of any Named Insured or insured arising out of the Named Insured's ownership, operation, control or direction of any hospital or other premises providing medical services where overnight bedcare is provided, asylum, convalescent nursing home, home for the aged, mental-psychopathic institution, mission or settlement house or sanitarium.

Sections a, b, and c of 3. **Medical Services** above shall not apply to "bodily injury" that arises from the rendering or failure to render:

- (1) Emergency Care at the scene of any emergency by an insured so long as it is rendered without receipt of or expectation of remuneration; or
- (2) Medical services by a First Responder, Emergency Medical Technician (EMT), or Paramedic (all certified by the State of North Carolina); and Registered Nurse (RN) (licensed by the State of North Carolina) and their aides only if providing assistance under the direct supervision of a duly certified First Responder, EMT, Paramedic or by an Registered Nurse while employed by the insured for claims arising out of a "medical incident" resulting from the rendering or failure to render Professional Health Care Services by an "employee" and arising out of the course of duties of that "employee" on behalf of the Insured.

This insurance does not apply if the insured is performing these actions on behalf of another medical organization, medical service or health care provider. Further, this insurance does not apply if the medical services are performed at any location specifically designed or used for the purpose of providing such medical services including hospitals, clinics, or where any overnight medical care is provided except for claims arising out of the insured's negligence during the training of a First Responder, Emergency Medical Technicians (EMT), Paramedics (all certified by the State of North Carolina); Registered Nurse (licensed by the State of North Carolina) and their aides while performing under the direct supervision of a duly certified First Responder, EMT, Paramedic or Registered Nurse while employed by the insured. The unloading of persons, believed to require medical treatment, from a vehicle to a medical facility is not covered except as excess of any other insurance available.

4. FAILURE TO SUPPLY

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

Except for those insureds generating their own electric power, this exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

This exclusion does not apply if the failure to supply results from incidents in which the interruption is solely due to the negligence of the insured in improperly disconnecting service to a customer.

The most we will pay is \$250,000 for sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam, regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making or bringing "suits".

5. LAW ENFORCEMENT ACTIVITIES

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This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

This exclusion does not apply to "bodily injury" or "property damage," arising out of the ownership, maintenance or use of your premises, which are not ordinarily incidental to law enforcement activities.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of any watercraft for which coverage is provided in the IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM or its endorsements.

6. EMINENT DOMAIN HAZARD EXCLUSION

Liability imposed upon the insured or his Indemnitee by any Statute, Ordinance, or Provision of the Constitution of the State of North Carolina relating to Condemnation, Eminent Domain or Adverse Possession.

7. RIOT, CIVIL COMMOTION AND MOB ACTION

- a. Riot, civil commotion or mob action; or
- b. Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

8. NUCLEAR ENERGY LIABILITY EXCLUSION

- a. This insurance does not apply:
 - (1) Under the Liability Coverage, to "bodily injury" or "property damage":
 - (a) with respect to which an insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - (b) resulting from the "hazardous properties" of "nuclear material" and with respect to which
 - (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - (2) Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 - (a) the "nuclear material":
 - (i) is at any "nuclear facility" owned by or operated by or on behalf of an insured or
 - (ii) has been discharged or dispersed therefrom:
 - (b) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, possessed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within

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the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and property thereat.

b. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "byproduct material".

"Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- (1) containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
- (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for
 - (a) separating the isotopes or uranium or plutonium,
 - (b) processing or utilizing "spent fuel," or
 - (c) handling, processing or packaging "waste";
- (3) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof of more than 250 grams of uranium 235,
- (4) any structure, basis, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

9. ASBESTOS

Liability, including all loss, cost, or expense directly or indirectly arising out of, resulting as a consequence of, or related to asbestos, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs a. through d. below:

- a. "Bodily Injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by asbestos, exposure to asbestos, or the use of asbestos;
- b. Any damages or any loss or expense arising out of any:
 - (1) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or

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- (2) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (a) Assessing the presence, absence or amount or effects of asbestos;
 - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
 - (c) Responding to asbestos in any way other than as described in **9.b.(2)(a)** and **9.b.(2)(b)**.
- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- d. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

10. SILICA OR SILICA-RELATED DUST

Liability, including all loss, cost, or expense directly or indirectly arising out of, resulting as a consequence of, or related to silica or silica-related dust, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs a. through d. below:

- a. "Bodily Injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by silica or silica-related dust, exposure to silica or silica-related dust or the use of silica or silica-related dust;
- b. Any damages or any loss or expense arising out of any:
 - (1) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (2) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (a) Assessing the presence, absence or amount or effects of silica or silica-related dust;
 - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica or silica-related dust; or
 - (c) Responding to silica or silica-related dust in any way other than as described in **10.b.(2)(a)** and **10.b.(2)(b)**.
- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- d. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

11. DAMS

Claims or suits for damages of any kind or character arising out of the bursting, breach, failure or structural defect of any dam or water reservoir disclosed each coverage year in the application for coverage and for which coverage would otherwise be provided under this policy, where such bursting, breach or failure occurs while the dam owner or insured is under a dam safety order or other civil penalty pursuant to the Dam Safety Law of 1967, and as amended, whether or not received by the dam owner or insured.

12. BLASTING OR EXPLOSION HAZARDS

It is understood and agreed that any and all blasting operations performed by the Named Insured are specifically excluded.

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13. BUILDING INSPECTIONS

This insurance does not apply to, and we shall not be obligated to make any payment for, any SUIT or CLAIM made against any insured arising out of or relating to any alleged or threatened negligence, breach of duty, failure to perform, malfeasance, misfeasance, malpractice, improper conduct, failure to inspect, failure to detect, vicarious liability, respondeat superior, or negligent hiring, training, supervision, retention, or any similar "claim" or "suit" against the insured, or any other alleged duty owed or any alleged failure or breach of any duty, regardless of its nature, type or kind, arising from, arising out of, or relating in any way to any alleged acts or omissions by any type of building inspector, whether it be a commercial, residential, fire or any other type of building inspector, by whatever title or name referred to, regardless of whether the building inspector is or was an "employee" of the insured, is or was retained by the insured, or is or was serving in the capacity of an independent contractor.

14. FUNGI OR BACTERIA EXCLUSION

This insurance does not apply to:

Fungi or Bacteria

- a. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

15. INTERNET SERVICE PROVIDERS AND INTERNET ACCESS PROVIDERS ERRORS AND OMISSIONS

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. An error, omission, defect or deficiency in any evaluation, consultation or advice that is given by or on behalf of any insured concerning Internet service or Internet access; or
- b. The failure of any insured to adequately provide Internet services or Internet access.

16. LEAD

Liability, including all loss, cost, or expense directly or indirectly arising out of, resulting as a consequence of, or related to lead, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs a. through d. below:

- a. "Bodily Injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by lead, exposure to lead, use or existence of lead, contact with lead, or the actual, alleged or threaten ingestion, inhalation or absorption of lead in any form;
- b. Any damages or any loss or expense arising out of any:
 - (1) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or

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- (2) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (a) Assessing the presence, absence or amount or effects of lead;
 - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating lead; or
 - (c) Responding to lead in any way other than as described in **16.b.(2)(a)** and **16.b.(2)(b)**.
- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- d. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

17. COMPUTER – RELATED AND OTHER ELECTRONIC PROBLEMS

This coverage does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **17.a.(1)**.

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **17.a.**

- 18.** Any liability or obligation of the insured under the Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers' Compensation Act.

19. INJURY TO VOLUNTEER FIREFIGHTERS

This insurance does not apply to “bodily injury” or “personal and advertising injury” to any volunteer firefighters whether or not they are members of your organization, while in the course of their duties as such.

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20. PUNITIVE OR EXEMPLARY DAMAGES

Any claim or "suit" seeking punitive or exemplary damages. If a "suit" shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we investigate or settle, or any claim or "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. You are an insured.
2. Each of the following is also an insured:
 - a. Your elected or appointed directors, officers, officials and members of any boards or commissions, but only with respect to their duties as your directors, officers, officials, or board or commission members.
 - b. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker"

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services. This exclusion does not apply to first responders, ambulance attendants, EMTs, nurses or paramedics who are your "employees" or "volunteer workers".

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers" or any other insured.

c. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any member of a Volunteer Fire Department which is under the control and supervision of the insured, but only while such member is acting within the scope of his or her duties. However, no member is an insured with respect to "bodily injury" or "property damage" which is the expected or the intended result of the act of the member, except as required by that member's duties.

5. With respect to any athletic contest, event, or exhibition that the Named Insured sponsors, volunteer coaches, referees and umpires are considered insureds while acting in the role of coach, referee or umpire. However, no person is an insured with respect to "bodily injury", "property damage" or "personal injury" while practicing for or participating in any sports or athletic contest or exhibition.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

b. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit, which is one times the Per Occurrence Limit shown in the Declarations, is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

4. Subject to Paragraph 2. above, the Personal and Advertising Injury Aggregate Limit, which is one times the Per Occurrence Limit shown in the Declarations, is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit shown in the Declarations is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence," except as otherwise specified in this section.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligation under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

- a. Notice must be given as soon as practicable after the "occurrence," offense, or possible claim has been brought to the attention of a person with claim or reporting responsibilities. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or a "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or "suit" or defense against the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or
- b. To sue us on this Coverage Part,

unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other coverage or insurance.

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each pool or insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each pool's or insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all pools and insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help enforce them.

SECTION V - DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. **"Aviation activities"** shall mean any activity connected with the ownership, operation, take-off or landing control operations, maintenance, use, servicing, fueling, loading or unloading of any aircraft.
3. **"Auto"** means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment."
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Coverage territory"** means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
6. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
7. **"Executive Officers"** means managers, administrators, department heads, division heads and other management personnel.
8. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
9. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
10. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

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11. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in (2) above and supervisory, inspection architectural or engineering services;
12. "**Law Enforcement Activities**" means operations or activities engaged in or conducted in furtherance of your obligation to prevent and control crime and the apprehension of persons believed to have or alleged to have violated criminal laws, including ordinances and/or resolutions.
13. "**Leased worker**" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "**Loading or unloading**" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto" or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than hand truck, that is not attached to the aircraft, watercraft or "auto."

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

15. **"Medical Incident"** means any act or omission in the furnishing of Professional Health Care Services including the furnishing of food, beverages, medication or appliances with such services and the post-mortem handling of human bodies.
16. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted;
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street Cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
17. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
18. **"Personal and advertising injury"** means an injury, including consequential "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;

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- b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement";
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 19. "Pollutants"** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed. Waste also includes sewage.

20. "Products-completed operations hazard"

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

21. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

22. **"Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
23. **"Silica-related dust"** means a mixture or combination of silica and other dust or particles.
24. **"Suit"** means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- An arbitration proceeding in which such damages are claimed and to which you must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
25. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or the meet seasonal or short-term workload conditions.
26. **"Unmanned aircraft"** means an aircraft that is not:
- Designed;
 - Manufactured; or
 - Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
27. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
28. **"Your product"**
- Means:
 - Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - You;
 - Others trading under your name; or
 - A person or organization whose business or assets you have acquired; and
 - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - Includes:
 - Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product";
 - The providing of or failure to provide warnings or instructions.
 - Does not include vending machines or other property rented to or located for the use of others but not sold.
29. **"Your work":**
- Means:
 - Work or operations performed by you or on your behalf; and
 - Materials, parts or equipment furnished in connection with such work or operations.
 - Includes:
 - Warranties or representation made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - The providing of or failure to provide warnings or instructions.

IRFFNC COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION VI - DEDUCTIBLE

IRFFNC shall only be liable for those amounts payable hereunder in settlement or satisfaction of claims, judgments, or awards, defense costs, charges and expenses which are in excess of the deductible stated in the Declarations. This deductible shall apply separately to each occurrence and shall be borne by the insured and remain uninsured.

The deductible amount shall be subtracted from the total amount of money damages and claim expenses including 1) loss payments and 2) investigation, adjustment, defense and/or appeal expenses, whether or not loss payment is made, resulting from each occurrence. IRFFNC shall be liable only for the amount in excess of the Deductible stated in the Declarations.

In the event of any recovery on a loss which has been paid hereunder, such recovery shall accrue entirely to the benefit of IRFFNC until the sum paid by IRFFNC has been recovered.

Interlocal Risk Financing Fund of North Carolina
Property and Liability Insurance Trust administered by the NC League of Municipalities

COMMON POLICY DECLARATIONS

ILDEC (07/2010)

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

FUND ADMINISTRATOR:

North Carolina League of Municipalities
Risk Management Services
P.O. Box 1310
Raleigh, NC 27602

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.	
	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	
EMPLOYEE BENEFITS LIABILITY COVERAGE PART	
LIQUOR LIABILITY COVERAGE PART	Coverage Not Provided
BUSINESS AUTOMOBILE COVERAGE PART	
POLICE PROFESSIONAL LIABILITY COVERAGE PART	
PUBLIC OFFICIALS LIABILITY COVERAGE PART	
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART	
CRIME COVERAGE PART	
INLAND MARINE COVERAGE PART	
PROPERTY COVERAGE PART	
TOTAL PREMIUM	
NET PREMIUM	

FORMS APPLICABLE TO ALL COVERAGE PARTS:

Refer to "IRFFNC Forms and Endorsements Schedule"

**Interlocal Risk Financing Fund of North Carolina
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

GLDEC (07/2005)

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

Limits of Insurance	
Each Occurrence Limit	
Products and Completed Operations Aggregate Limit	
Personal and Advertising Injury Limit	
General Aggregate Limit	Not Applicable
Damage to Premises Rented to You Limit	Any one fire
Deductible (Each Occurrence)	
Premium	

Optional Coverages

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

Printed on Date - 6/29/2022

Interlocal Risk Financing Fund of North Carolina
EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS

EBDEC (07/2005)

This coverage is a **CLAIMS MADE** Policy

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

Retroactive Date: 7/1/1988

This insurance does not apply to acts which occur before the Retroactive Date shown above.

Limit of Insurance	
Each Claim Limit	
Annual Aggregate Limit for all Claims	
Deductible (Each Claim)	
Premium	

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

**Interlocal Risk Financing Fund of North Carolina
PUBLIC OFFICIALS LIABILITY COVERAGE PART DECLARATIONS**

POLDEC (07/2010)

This coverage is a **CLAIMS MADE** Policy

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

Retroactive Date: 7/1/1988

This insurance does not apply to wrongful acts which occur before the Retroactive Date shown above.

Limits of Insurance	
Each Claim Limit	
Annual Aggregate Limit for all Claims	
Deductible (Each Claim)	
Premium	

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

Interlocal Risk Financing Fund of North Carolina
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS EPLDEC (07/2010)

This coverage is a **CLAIMS MADE** Policy

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

Retroactive Date: 7/1/1988

This insurance does not apply to wrongful acts which occur before the Retroactive Date shown above.

Limits of Insurance	
Each Claim Limit	
Annual Aggregate Limit for all Claims	
Deductible (Each Claim)	
Premium	

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

**Interlocal Risk Financing Fund of North Carolina
POLICE PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS**

PPLDEC (07/2005)

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

Limits of Insurance	
Each Occurrence	
Annual Aggregate	
Deductible (Each Occurrence)	
Premium	

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

**Interlocal Risk Financing Fund of North Carolina
GOVERNMENT CRIME COVERAGE PART DECLARATIONS**

CRDEC (07/2012)

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD:

From: 07/01/2022

To: 07/01/2023

At 12:01 a.m. Standard Time at your mailing address shown above.

Limits of Insurance	
Other Insurance: Coverage Is Written On Excess Basis	
Employee Dishonesty	Limit - per Occurrence Deductible - per Occurrence Premium
Forgery Or Alteration	Limit - per Occurrence Deductible - per Occurrence Premium
Inside the Premises - Theft of Money and Securities	Limit - per Occurrence Deductible - per Occurrence Premium
Outside the Premises	Limit - per Occurrence Deductible - per Occurrence Premium

Public Official Scheduled Bond for Definite Term

Public Officials Bond			
Position	Limits of Insurance	Deductible	Premium
Finance Officer			

If "Coverage Not Provided" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

CANCELLATION OF PRIOR INSURANCE ISSUED BY US:

By acceptance of this Coverage Part you give us notice cancelling all prior policies. The cancellation to be effective at the time this Coverage Part becomes effective.

**Interlocal Risk Financing Fund of North Carolina
INLAND MARINE COVERAGE PART DECLARATIONS**

IMDEC (07/2005)

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

Limits of Insurance		
MUNICIPAL EQUIPMENT		Limit
		Deductible per Occurrence
		Premium
COMPUTER EQUIPMENT & MEDIA		Limit
		Deductible per Occurrence
		Premium
FINE ARTS		Limit
		Deductible per Occurrence
		Premium
PORTABLE EQUIPMENT		Limit
		Deductible per Occurrence
		Premium

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

**Interlocal Risk Financing Fund of North Carolina
PROPERTY COVERAGE PART DECLARATIONS**

PRDEC (07/2012)

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023
At 12:01 a.m. Standard Time at your mailing address shown above.

BUILDING AND PERSONAL PROPERTY

LIMITS

	[REDACTED]	Limit
		Blanket Coverage for Buildings and Personal Property as listed on Property Schedule
	[REDACTED]	Deductible per Occurrence
Special policy provisions may apply to Flood, Earthquake and Named Windstorm		
	[REDACTED]	Premium
Refer to Property Schedule for Valuation Basis		

OPTIONAL COVERAGES

Forms and Endorsements:

Refer to "IRFFNC Forms and Endorsements Schedule"

**Interlocal Risk Financing Fund of North Carolina
BUSINESS AUTO DECLARATIONS**

BADEC (07/2005)

Item One

Policy Number: PL-P-96018-2022

NAMED INSURED & MAILING ADDRESS:

Town of Holly Ridge
PO Box 145
Holly Ridge, NC 28445

POLICY PERIOD: From: 07/01/2022 To: 07/01/2023

At 12:01 a.m. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy

Forms and Endorsements attached to this policy:

Refer to "IRFFNC Forms and Endorsements Schedule"

Item Two **Schedule of Coverages and Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form shows which autos are covered)	Limit (The most we will pay for any one accident or loss) Deductible (per accident)	Premium
Auto Liability	1	Limit Deductible	
Uninsured Motorists	7	Limit Deductible	
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value or cost of repair whichever is less, minus the deductible for each covered auto as indicated on Business Auto Schedule. See Item Four for Hired or Borrowed "Autos".	
Physical Damage Collision Coverage	7,8	Actual Cash Value or cost of repair whichever is less, minus the deductible for each covered auto as indicated on Business Auto Schedule. See Item Four for Hired or Borrowed "Autos".	

Item Three **Schedule of Covered Autos You Own - Refer to Business Auto Schedule**

Item Four **Schedule of Hired or Borrowed Covered Auto Coverage and Premiums**

Coverages	Limit of Insurance (The most we will pay for any one accident or loss)	Deductible For each covered auto	Premium
Hired or Borrowed Comprehensive	Actual Cash Value or cost of repair whichever is less, minus the deductible for each covered auto.		
Hired or Borrowed Collision	Actual Cash Value or cost of repair whichever is less, minus the deductible for each covered auto.		

Interlocal Risk Financing Fund of North Carolina

IL-40 (07/2005)

Property and Liability Insurance Trust administered by the NC League of Municipalities

IRFFNC Forms and Endorsements Schedule

Fund Year: 2022 - 2023

NAMED INSURED **Town of Holly Ridge**
PO Box 145
Holly Ridge, NC 28445

POLICY NUMBER **PL-P-96018-2022**

EFFECTIVE DATE **7/1/2022 to 7/1/2023**

At 12:01 a.m. Standard Time at your mailing address.

COMMON COVERAGES

The following forms and endorsements are applicable to the Coverage Parts indicated on the form and endorsement:

CC-01 (07/2020)	IRFFNC Common Policy Conditions
IL-03 (07/2006)	Additional Exclusion - Fungus, Wet Rot, Dry Rot and Bacteria
IL-04 (07/2010)	Additional Exclusion - Chemical, Biological and Radiological
IL-05 (07/2010)	Terrorism Exclusion Endorsement
IL-06 (07/2020)	Additional Liability Exclusion - Communicable Disease Exclusion
IL-07 (07/2020)	Additional Property Exclusion - Communicable Disease Exclusion
IL-200 (07/2010)	Additional Exclusion - Nuclear, Biological, Chemical or Radioactive Terrorist Activity
IL-40 (07/2005)	IRFFNC Forms and Endorsements Schedule
IL-83 (07/2010)	Terrorism - Physical Loss or Physical Damage Endorsement
ILDEC (07/2010)	Common Policy Declarations

GENERAL LIABILITY

The following forms and endorsements are applicable to the IRRFNC General Liability Coverage Part:

GL-01 (07/2017)	IRFFNC Commercial General Liability Coverage Form
GLDEC (07/2005)	Commercial General Liability Coverage Part Declarations

EMPLOYEE BENEFITS

The following forms and endorsements are applicable to the IRRFNC Employee Benefits Coverage Part:

EB-01 (07/2016)	IRFFNC Employee Benefits Liability Coverage Form
EBDEC (07/2005)	Employee Benefits Liability Coverage Part Declarations

Property and Liability Insurance Trust administered by the NC League of Municipalities

IRFFNC Forms and Endorsements Schedule

Fund Year: 2022 - 2023

NAMED INSURED Town of Holly Ridge
 PO Box 145
 Holly Ridge, NC 28445

POLICY NUMBER PL-P-96018-2022

EFFECTIVE DATE 7/1/2022 to 7/1/2023

At 12:01 a.m. Standard Time at your mailing address.

BUSINESS AUTO

The following forms and endorsements are applicable to the IRRFNC Business Auto Coverage Part:

ALEND-02 (07/2012)	Additional Insured - Automobile
ALEND-03 (07/2012)	Loss Payable Clause
ALEND-14 (07/2002)	Exclusion - Year 2000 Computer - Related and Other Electronic Problems
ALEND-16 (07/1999)	Emergency Vehicles - Volunteer Firefighters and Workers Injuries Excluded
ALEND-17 (07/1999)	Professional Services Not Covered
BA-01 (07/2016)	IRFFNC Business Auto Coverage Form
BADEC (07/2005)	Business Auto Declarations

POLICE PROFESSIONAL

The following forms and endorsements are applicable to the IRRFNC Police Professional Liability Coverage Part:

PPL-01 (07/2016)	IRFFNC Police Professional Liability Coverage Form
PPLDEC (07/2005)	Police Professional Liability Coverage Part Declarations

PROPERTY

The following forms and endorsements are applicable to the Property Coverage Part:

PR-01 (07/2021)	IRFFNC Building and Personal Property Coverage Form
PRDEC (07/2012)	Property Coverage Part Declarations
PREND-03 (07/2012)	Loss Payable Provision
PREND-10 (07/2005)	Exclusion of Certain Computer-Related Losses
PREND-12 (07/2020)	Flood Coverage Endorsement
PREND-14 (07/2003)	Earthquake and Volcanic Eruption Endorsement
PREND-21 (07/2003)	Exclusion - Electronic Property and Virus
PREND-25 (07/2019)	Named Windstorm Flat Dollar Deductible
PREND-500 (07/2013)	Equipment Breakdown Coverage

Interlocal Risk Financing Fund of North Carolina

IL-40 (07/2005)

Property and Liability Insurance Trust administered by the NC League of Municipalities**IRFFNC Forms and Endorsements Schedule****Fund Year: 2022 - 2023**

NAMED INSURED **Town of Holly Ridge**
 PO Box 145
 Holly Ridge, NC 28445

POLICY NUMBER **PL-P-96018-2022**

EFFECTIVE DATE **7/1/2022 to 7/1/2023**

At 12:01 a.m. Standard Time at your mailing address.

INLAND MARINE

The following forms and endorsements are applicable to the Inland Marine Coverage Part:

CE-01 (07/2011)	IRFFNC Computer Equipment and Media Coverage Form
FA-01 (07/2016)	IRFFNC Fine Arts Coverage Form
IM-01 (07/2011)	IRFFNC Inland Marine Conditions Form
IMDEC (07/2005)	Inland Marine Coverage Part Declarations
IMEND-01 (07/2004)	Exclusion of Certain Computer-Related Losses
ME-01 (07/2011)	IRFFNC Municipal Equipment Coverage Form
PE-01 (07/2012)	IRFFNC Portable Equipment Coverage Form

*** Inland Marine Conditions Form applies to ME, PE, CE & FA**

CRIME

The following forms and endorsements are applicable to the Crime Coverage Part:

CR-01 (07/2018)	IRFFNC Government Crime Coverage Form
CRDEC (07/2018)	Government Crime Coverage Part Declarations
CREND-10 (07/2005)	Exclusion Of Certain Computer-Related Losses
CREND-30 (07/2011)	Add Faithful Performance Of Duty Coverage For Government Employees
CREND-70 (07/2018)	Public Officials Bond
CREND-71 (07/2018)	Add Faithful Performance of Duty Coverage for Specified Government Positions

CYBER

The following forms and endorsements are applicable to the Cyber Coverage Part:

CY-01 (07/2020)	IRFFNC Cyber Certificate of Coverage
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PUBLIC OFFICIALS LIABILITY

The following forms and endorsements are applicable to the IRFFNC Public Officials Liability Coverage Part:

POL-02 (07/2019)	IRFFNC Public Officials Liability Coverage Form
POLDEC (07/2010)	Public Officials Liability Coverage Part Declarations

Interlocal Risk Financing Fund of North Carolina

IL-40 (07/2005)

Property and Liability Insurance Trust administered by the NC League of Municipalities

IRFFNC Forms and Endorsements Schedule

Fund Year: 2022 - 2023

NAMED INSURED **Town of Holly Ridge**
PO Box 145
Holly Ridge, NC 28445

POLICY NUMBER **PL-P-96018-2022**

EFFECTIVE DATE **7/1/2022 to 7/1/2023**

At 12:01 a.m. Standard Time at your mailing address.

EMPLOYMENT PRACTICES

The following forms and endorsements are applicable to the IRFFNC Employment Practices Liability Coverage Part:

EPL-02 (07/2019)	IRFFNC Employment Practices Liability Coverage Form
EPLDEC (07/2010)	Employment Practices Liability Coverage Part Declarations
EPLEND-50 (07/2010)	Back Wage Coverage Endorsement

All Forms and Endorsements contained in this policy are listed above as of the indicated effective date. Forms and Endorsements added to the policy after this date will appear on a "Policy Changes" endorsement.